

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-204-T

Application of Rudy Ru's Moving Crew, LLC
for a Class E (Household Goods) Certificate of
Public Convenience and Necessity for
Operation of Motor Vehicle Carrier

Motion for Exemption Under S.C. Code
Reg. 103-198

Rudy Ru's Moving Crew, LLC ("Rudy Rudy") moves the Commission for permission to offer its customers a "Binding Estimate" for moves as detailed in Rider No. 1 to its proposed Tariff in this docket.

Rudy Ru would offer the Binding Estimate before the move is begun based on the rates and charges in Rudy Ru's Tariff. A customer would not be required to have a Binding Estimate. The customer could pay for a move according to the actual hours and labor expended, if he or she prefers. However, the Binding Estimate would give customers the certainty of knowing the move's cost from the outset. Rudy Ru would assume the risk that the move could take more time or equipment than anticipated and would benefit if it takes less.

Because the Binding Estimate would be in an approved rider to its Tariff, Rudy Ru believes it is consistent with S.C. Code Reg. 103-198, which states:

Unless otherwise specifically exempted by the commission, no motor carrier operating under a Certificate of PC&N shall charge, demand, collect, or receive, or cause or permit its agent, servants, or employees to charge, demand, collect, or receive a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time; and no motor carrier shall refund or remit in any manner or by any device, directly or indirectly, any portion of the rates, fares, or charges so

specified, or extend to any person any privileges, facilities, or services, or do or perform any service, or give, remit, or refund anything of value except in accordance with said lawful tariffs and schedules, or specific order by the commission.

However, Reg. 103-198 also allows the Commission to permit a carrier to charge other than the rates, fares, and charges specified in its Tariff. If the Binding Estimate requires an exception, Rudy Ru submits it would serve the public interest. Rudy Ru's Binding Estimate would provide customers more choices and promote competition.

Allowing the Binding Estimate would also be consistent with the decisions and regulatory schemes of other states. Household goods movers in North Carolina and Georgia may provide their customers binding estimates. North Carolina provides for binding estimates in its maximum rate tariff and Georgia does so by regulation. NCUC HHG NO. 1; Ga. Comp. R. & Regs. r. 570-38-3-.08. A (Exhibit A).

For these reasons, Rudy Ru requests permission to offer customers its Rider No. 1 – Binding Estimate.

Respectfully submitted,

s/ Charlie Terreni

Date: January 26, 2021

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EXHIBIT A

**NORTH CAROLINA UTILITIES COMMISSION
NCUC HHG NO. 1**

**SECTION I
RULES AND REGULATIONS GOVERNING THIS TARIFF**

RULE 13

NONBINDING ESTIMATES SUBJECT TO 110% RULE

Motor carriers subject to the rules and regulations of this tariff must, upon shipper's request, provide a nonbinding estimate of charges for services to be rendered. All such estimates shall be in writing and have clearly indicated on the face of them that the estimate is nonbinding on the part of the carrier, and that the charges shown are the approximate charges which will be assessed for the services identified in the estimate. The estimate must clearly describe the shipment and all services to be provided and be prepared in such format as provided in Section V. At the time of delivery of a collect-on-delivery shipment, the shipper may request delivery of the shipment upon payment, in the form acceptable to the carrier, of an amount not to exceed 110% of the estimated charges. This provision would not apply when such shipment is being delivered to a warehouse for storage at the request of the shipper. The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.

EXCEPTION: Nonbinding estimates are not required if the shipper requests such estimate less than five (5) business days prior to the move or if the total weight of the shipment is less than 500 pounds.

RULE 14

BINDING GUARANTEED ESTIMATES

Motor carriers subject to the rules and regulations of this tariff must, upon shipper request, provide a binding guaranteed estimate of services to be rendered. All such estimates shall be in writing and have clearly indicated on the face thereof that the estimate is binding on both the carrier and the shipper. The estimate will be provided in such format as specified in Section V. The estimate must clearly describe the shipment and all services to be performed. At time of shipment, any additional services performed by the carrier at the request of the shipper and not covered in the binding guaranteed estimate will be billed at the appropriate rate, and a *Change Order/Addendum to Estimated Cost of Services form* will be completed.

EXCEPTION: Binding guaranteed estimates are not required if the shipper requests such estimate less than five (5) business days prior to the move or if the total weight of the shipment is less than 500 pounds.

**NORTH CAROLINA UTILITIES COMMISSION
NCUC HHG NO. 1**

**SECTION I
RULES AND REGULATIONS GOVERNING THIS TARIFF**

RULE 15

BINDING NOT-TO-EXCEED ESTIMATES

Motor carriers subject to the rules and regulations of this tariff must, upon shipper request, provide a binding not-to-exceed estimate of services to be rendered. All such estimates shall be in writing and have clearly indicated on the face thereof that the estimate is binding on both the carrier and the shipper. The estimate will be provided in such format as specified in Section V. The estimate must clearly describe the shipment and all services to be performed. At time of shipment any services performed by the carrier at the request of the shipper and not covered in the binding not-to-exceed estimate will be billed at the appropriate rate, and a *Change Order/Addendum to Estimated Cost of Services form* will be completed.

EXCEPTION: Binding not-to-exceed estimates are not required if the shipper requests such estimate less than five (5) business days prior to the move or if the total weight of the shipment is less than 500 pounds.

RULE 16

MILEAGE AND APPLICATION

(A) Except as otherwise provided herein, where rates herein are based on mileage, the applicable distance or mileage shall be that shown on the current highway map as published by the North Carolina Department of Transportation and shall be computed in the following manner:

1. When the point of origin and point of destination are shown in "city-to-city mileage chart" on this map, such mileage will apply regardless of mileage that may be determined by adding the individual distances shown on the map.
2. When the point of origin and the point of destination are not shown in the "mileage chart" on this map, then the mileage shall be determined by adding the individual distances shown on the map, via the shortest practical route.

(B) If the shipper requests a longer route than the shortest practical route as shown on the above-mentioned highway map, the mileage over the longer route shall apply.

(C) If transportation rates are not shown herein for the actual distance provided on the above-mentioned highway map, the rate shown for the next greater distance shall apply.

(Continued on next page)

Ga. Comp. R. & Regs. r. 570-38-3-.08 Estimates
 Georgia Administrative Code
 Department 570. RULES OF DEPARTMENT OF PUBLIC SAFETY
 Chapter 570-38. MCCD REGULATORY COMPLIANCE SECTION
 Subject 570-38-3. HOUSEHOLD GOODS CARRIERS

Current through Rules and Regulations filed through December 8, 2020
 Rule 570-38-3-.08. Estimates

(1) The Department shall make available to household goods carriers a Uniform Estimated Cost of Services Form for use by such carriers as required by this rule. This document will be made available to household goods carriers by posting upon a publicly-accessible website maintained by the Department.

(2) A carrier subject to regulation by this Subchapter may, at a customer's or prospective customer's request, provide an estimate for cost of services. Except to the extent otherwise required by law or these Rules, such estimates shall not be binding on either the customer or the carrier unless both the customer and the carrier agree to a binding estimate and the terms are clearly stated using the Uniform Estimated Cost of Services Form in accordance with this Rule.

(3) An estimate provided in accordance with this Rule shall be either (1) a non-binding estimate subject to paragraph (4) of this Rule **or a binding estimate subject to paragraph (5) of this Rule**. When providing an estimate using the Uniform Estimated Cost of Services Form, a carrier shall clearly indicate on the form whether the estimate being provided is a non-binding or a binding estimate.

(4) A carrier providing a non-binding estimate to a customer or prospective customer shall:

(a) Clearly describe in the estimate volume and/or character of articles comprising the shipment the carrier will transport and all services the carrier will provide and shall include all other information the carrier requires in order to provide a non-binding estimate;

(b) Upon said customer's payment of no more than 110% of the estimated charges in the non-binding estimate, relinquish possession of or deliver said customer's shipment as agreed and without delay; and

(c) Defer demand for the payment of the balance of any charges in excess of the amount described in subparagraph (b) of this paragraph for a period of thirty days following delivery or possession being relinquished.

(5) **A carrier providing a binding estimate to a customer or prospective customer shall:**

(a) Clearly describe in the estimate the goods and/or articles comprising the shipment the carrier will transport and all services the carrier will provide and shall include all other information the carrier requires in order to provide a binding estimate; and

(b) Perform any and all transportation and services detailed in the binding estimate at rates not to exceed the amounts provided in that estimate and relinquish possession of or deliver a customer's shipment upon said customer's payment of the estimated charges; and

(c) Defer demand for the payment of the balance of any charges in excess of the amount described in subparagraph (b) of this paragraph for a period of thirty days following delivery or possession being relinquished.

(6) Nothing in this Rule shall be construed so as to prohibit or restrict a carrier from charging a customer for transportation or services in excess of or in addition to those for which a customer received an estimate when:

(a) A customer requests such additional transportation or services; or

(b) Such transportation or services become reasonably necessary and

1. The customer consents to such additional transportation or services; or
2. The carrier is otherwise required to perform such additional transportation or services.

(7) Estimates provided by a carrier shall conform to the requirements of these Rules and the Department's maximum rate tariff.

Cite as Ga. Comp. R. & Regs. R. 570-38-3-.08

Authority: O.C.G.A. 40-1-54; 40-1-118; 40-1-119.

History. Original Rule entitled "Estimates" adopted. F. Apr. 21, 2020; eff. May 11, 2020.



GEORGIA DEPARTMENT OF PUBLIC SAFETY
GDPS MF/HHG NO. 1

SECTION I

RULES & REGULATIONS GOVERNING THIS TARIFF

ITEM 450

BINDING ESTIMATE

Motor carriers subject to the rules and regulations of this tariff may upon shipper request provide a binding estimate of services to be rendered. All such estimates shall be in writing and have clearly indicated on the face thereof that the estimate is binding on both the carrier and the shipper. The estimate will be provided in such format as specified in SECTION V. The estimate must clearly describe the shipment and all services to be performed. At time of shipment any services performed by the carrier at the request of the shipper and not covered in the binding estimate will be billed at the appropriate rate.

ITEM 460

NOT TO EXCEED ESTIMATE

Motor carriers subject to the rules and regulations of this tariff may, upon shipper's request, provide a "not-to-exceed" estimate of services to be rendered. All such estimates shall be in writing and have clearly indicated on the face thereof that the estimate is binding on both the carrier and shipper. Estimated cost of service will include a cost figure not to exceed for all services to be rendered. The estimate will be provided in such format as specified in SECTION V. The estimate must clearly describe the shipment and all services to be performed. At time of shipment any services performed by the carrier at the request of the shipper and not covered in the not to exceed estimate will be billed at the appropriate rate.

ITEM 470

LOST OR DESTROYED SHIPMENTS

No motor carrier transporting household goods, as defined in O.C.G.A. § 40-1-100, in intrastate commerce, shall collect or require a shipper to pay any published freight charges (including accessorial or terminal service) when a shipment is completely or totally lost or destroyed in transit. A carrier shall collect and the shipper would be required to pay any specific valuation charges that may be due. This rule shall not apply to the extent that any such loss or destruction is due to the act or omission of the shipper. Carrier shall maintain ownership of any and all items reimbursed to shipper in this situation.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2020-204-T
CERTIFICATE OF SERVICE

I, CARL E. BELL, hereby certify that I have, on this 26th day of January 2021, served the **MOTION FOR WAIVER for Rudy Ru's Moving Crew, LLC**, upon the parties listed below by electronic mail:

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Columbia, South Carolina
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